

AGREEMENT

BETWEEN

DISTRICT 2A TRANSPORTATION TECHNICAL
WAREHOUSE INDUSTRIAL AND SERVICE
WORKERS AFL-CIO

AND

BOARD OF EDUCATION CALDWELL-WEST CALDWELL Board of Education
CALDWELL, NEW JERSEY
 (Custodial and Maintenance employees)

FOR THE PERIOD:

✓ JULY 1, 1981 - JUNE 30, 1983

ROTCERS UNIVERSITY

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AGREEMENT

THIS AGREEMENT entered into this 8 th day of June, 1981 by and between District 2A Transportation Technical Warehouse Industrial and Service Employees Union affiliated with District 2 Marine Engineers Beneficial Association - Associated Maritime Officers, .AFL-CIO (hereinafter referred to as "Union") and the Caldwell-West Caldwell Board of Education (hereinafter referred to as "Board").

WHEREAS, the parties hereto agreed to a secret ballot election to determine whether or not a majority of the concerned employees of the Board wished to be represented by the Union for the purpose of collective bargaining, and

WHEREAS, such an election was held whereby all eligible concerned employees voted with a majority of the ballots cast in favor of such representation, and

WHEREAS, the Parties have concluded negotiation of a successor agreement on behalf of the concerned employees as to the wages, fringe benefits, and conditions of employment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

A) The Board recognizes the Union as the exclusive Bargaining Representative for employees of the Board at all facilities under jurisdiction of the Board in the following job classifications:

GENERAL CLEANER

ASSISTANT CUSTODIAN

LEAD CUSTODIAN

HEAD CUSTODIAN

GENERAL MAINTENANCE

SKILLED MAINTENANCE

B) This Agreement shall be binding upon the Parties hereto their successors and/or assigns.

C) Wherever the pronoun "he" or "she" appears throughout this Agreement, such pronoun is to be considered as if the other was used.

D) There shall be no discrimination by either Party for any reason including membership or lack of membership in the Union, age, sex, race, creed, religion, color, or national origin.

ARTICLE II - AUTHORIZATION FOR CHECK-OFF OF DUES

A) The Union and the Board agree that each employee covered by this Agreement completing his/her probationary period prior to July 1, 1981 retains the right to join the Union if he so wishes or to refrain from joining the Union. Any full time employee hired or completing his probationary period on or after July 1, 1981, shall become a member of the Union within thirty (30) days of completion of probationary period and shall, as a condition of employment, maintain membership in good standing in the Union for the life of this Agreement.

B) The Board agrees to deduct from the pay of each employee member of the Union upon presentation of written authorization for such deduction in a form acceptable to the Board initiation fees as certified by the Union and during each calendar month the amount of monthly Union dues.

C) Deduction of Union initiation fees and dues made pursuant hereto shall be remitted by the Board to the Union, 652 Fourth Avenue, Brooklyn, New York 11232, not later than the twenty-fifth (25th) day of each month, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

ARTICLE III - SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement or the application of such provision to any person or circumstance be invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby, and the Parties further agree that upon the final determination of any provisions or the application thereof, they will meet and draft new language to accomplish the lawful purposes intended.

ARTICLE IV - BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable rules, regulations and laws to manage the district. Included in these rights are the following:

- A) To direct the members of the bargaining unit.
- B) To hire, promote, transfer, assign and retain employees in positions in the school district.
- C) To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to the employee's right to resort to the grievance procedure.
- D) To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons.
- E) To maintain the efficiency of the school district operations entrusted to the Board.
- F) To determine the methods, means and personnel by which such operations are to be conducted.
- G) To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

ARTICLE V - MUTUAL COOPERATION

A) The Parties agree that there shall be the utmost cooperation between the Parties in accomplishing the terms and conditions of this Agreement and the work

to be done in accordance with the good faith demonstrated by way of this Agreement. To the extent that certain situations which may be discussed throughout the life of the Agreement not specifically provided for in this Agreement result in mutual agreement such shall be reduced to writing, signed by the Parties and become a part of this Agreement. Discussions concerning specific provisions contained herein shall be to the extent so provided.

B) During the life of this Agreement, there shall be no lockouts on the part of the Board, nor suspension of work, slow-downs, or strikes on behalf of the Union and/or employees. Any employee taking such action unsanctioned by the Union may be discharged immediately.

ARTICLE VI - GRIEVANCE PROCEDURE

A) All complaints and grievances arising from the interpretation, application or performance of this Agreement shall be adjusted by the procedure specified below. However, the following shall not be the basis of any grievance filed under the procedures outlined in this Article.

- 1) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education.
- 2) Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
- 3) A complaint of a non-tenure employee which arises by reason of his not being re-employed.
- 4) A complaint by an employee occasioned by appointment to retention in or lack of retention in any position for which tenure is neither possible nor required.

B) A grievance to be considered under this procedure must be initiated within five (5) school days of the action grieved. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the greivant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified

time limits shall be deemed to be a waiver of further appeal to the decision.

C) It is understood and agreed that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

Step 1 - An employee grievant who has an alleged grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee he may within five (5) school days of the action grieved submit his grievance in writing to the Supervisor of Buildings and Grounds or his representative. An answer shall be given within five (5) school days or such extended time as may be mutually agreed. In submitting his grievance at this step, the employee must specify in writing:

- a) the nature of the grievance,
- b) the nature and extent of injury, or loss,
- c) the results of previous discussions,
- d) his dissatisfaction with the decisions previously rendered,
- e) the remedy requested.

Step 2 - If unresolved at Step 1, the employee may, within five (5) school days of the decision rendered in Step 1, appeal the decision of the Supervisor of Buildings and Grounds to the Business Manager. The appeal to the Business Manager must be made in writing reciting the matter submitted to the Supervisor of Maintenance together with his statement of dissatisfaction with the decision previously rendered. The Business Manager shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Business Manager shall communicate his decision in writing to the employee. A copy shall be forwarded to the Union.

Step 3 - If the grievance is not resolved to the employee's satisfaction he may, within five (5) school days of the Business Manager's decision, request a review by the Board of Education. The request shall be submitted in writing through the Business Manager who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or if a hearing is granted within ten (10) calendar days of the date of the hearing. The parties agree to reduce the time periods for processing grievances provided by this Article whenever circumstances permit.

Step 4 - Any unresolved grievance involving the application or interpretation of a specific provision of this Agreement may be submitted to arbitration by the Union within ten (10) school days following a final answer from the Board in Step 3. Said time may be extended in writing by mutual agreement. Arbitration shall be before a panel arbitrator of the American Arbitration Association at the request of either party. The conduct of the arbitration proceedings shall be in keeping with the rules of the American Arbitration Association. The jurisdiction of the arbitrator shall be limited to the issue submitted by the Parties and to the interpretation and application of the specific provisions of this Agreement. The arbitrator shall not have the right to add to, ignore or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties and shall be submitted to each Party together with reasons thereof within thirty (30) calendar days of the close of hearings. The cost of the arbitrator shall be borne equally by the Board and the Union.

ARTICLE VII - HEALTH BENEFITS

A) Custodial and Maintenance personnel shall receive full family coverage, when applicable, for Hospitalization, Medical-Surgical and Major Medical Insurance coverage, U.C.R. Plan, at no cost to employees for premiums.

B) A portion of the amount of salary increase specified in SCHEDULE A will be diverted each year of the period of this Agreement toward a dental plan selected mutually by the parties. The amount is to be one hundred dollars (\$100.00) each of two (2) years. Employees may contribute additional premium amounts by payroll deduction authorization to the Board. Employees electing not to participate in the dental plan will receive payment in the amount of one hundred dollars (\$100.00) each of two (2) years covered by this Agreement in lieu of dental plan benefits.

ARTICLE VIII - SICK DAYS

A) Each employee covered by this Agreement shall be allowed fourteen (14) days absence in any school year for personal illness without deduction of pay. The number of unused days in any year shall accumulate from year to year, so long as employment is continuous. Upon request filed three (3) school days in advance on the prescribed application form (emergencies excepted), a maximum of two (2) days in any one (1) school year of unused sick leave entitlement may be granted by the Secretary-Business Manager without deduction of pay to any employee covered by this Agreement for personal matters that are of such pressing and immediate importance that they cannot be performed after employment hours.

B) In cases of employee absence of more than three (3) consecutive days due to illness, the Board may require a doctor's certificate prior to the employee's return to work.

C) Custodial and Maintenance personnel shall be notified of their accumulated sick days on or about September 30.

ARTICLE IX - HOLIDAYS

A) The Annual School Calendar showing days considered holidays will be prepared and distributed to the Union by June 15.

B) If a legal holiday falls on a Saturday or Sunday, the day before Saturday or the day after Sunday shall be considered a holiday and shall not be charged as a vacation day, provided school is not in session. The day after Thanksgiving shall be considered a holi-

day and shall not be charged as a vacation day.

ARTICLE X - VACATION ALLOWANCES

A) After one (1) full year of continuous service a full time employee will be entitled to fifteen (15) days paid vacation, five (5) days of which must be taken during July or August following the employee's anniversary of service. After ten (10) full years of continuous service, twenty (20) paid vacation days will be granted, five (5) days of which must be taken during July or August following the anniversary of service.

Employees with less than one (1) full year of service will not be entitled to vacation days.

B) All vacations are to be planned in advance in accordance with master maintenance schedules and are subject to approval by the Board Secretary-Business Manager. Where requested vacation times conflict with building coverage needs, building seniority will be used to determine approved priority.

C) Vacations will be limited to two (2) consecutive weeks. For unusual circumstances the Board Secretary-Business Manager may grant three (3) consecutive weeks at his discretion. Vacation time is not to be cumulative.

ARTICLE XI - JOB POSTING

In the event a position is open, the Union will be notified and the position will be posted. Application may be made to the Business Manager. Where possible, preference will be given to employees of the bargaining unit. The Board of Education reserves the right to appoint, in its judgement, the most qualified person to the position.

ARTICLE XII - EVALUATION

Each member of the Custodial and Maintenance staff shall be evaluated at least once a year by his immediate supervisor. The evaluation shall be read and signed by the evaluator and employee. The same procedure shall be followed at the con-

clusion of a ninety (90) day probationary period prior to formal appointment to the staff by the Board of Education.

ARTICLE XIII - SALARIES

Salaries for Custodial and Maintenance employees for the period covered by this Agreement are shown, attached, as Schedule A.

Those employees hired between July 1 and December 31 shall be eligible to move to the next step on the guide on the following July 1. Those employees hired from January 1 to June 30 shall remain at the step in which they were employed for the following year beginning July 1. In all cases the Board retains the right to withhold increments for cause.

Custodians who do not have their Boiler license (as required by the contract of employment) by June 30, shall either remain at their step on the current guide or the contract of employment can be terminated.

ARTICLE XIV - MISCELLANEOUS

(A) Safety and Security

The Parties agree that safety of personnel and the security of the Board's property is of the utmost importance and shall cooperate with each other in any manner necessary to maintain and implement this understanding.

(B) Bereavement Leave

An absence not to exceed five (5) working days for each instance, shall be allowed without loss of pay by the Secretary-Business Manager, in case of death in immediate family. In general, immediate family shall be defined as mother, father, wife, husband, son, daughter, brother, sister, or a member of the employee's household.

(C) Paternity Leave

A male employee may be granted one day's absence, with pay, at the time his

wife gives birth to a child, or a child is adopted.

(D) Temporary Leaves of Absence

A custodian/maintenance employee may apply for a leave of absence. The leave shall be granted only by the Board of Education. The leave will be considered only upon a written application to the Secretary-Business Manager.

(E) Hours of Work

Hours of work and lunch breaks shall continue for the term of this Agreement as in effect during the term of the preceding Agreement.

(F) Overtime

Employees in any given building are to accept overtime assignments of up to eight (8) hours per week as may be necessary to provide for the building's needs, provided advance notice of at least two (2) scheduled working days is given by the Board. The Board agrees to rotate overtime assignments within a given building where possible.

(G) Workshoes

All employees of the bargaining unit will be reimbursed for purchase of approved work shoes in the amount of up to thirty-five dollars (\$35.00) for each of two (2) years covered by this Agreement. Selection of type and make of work shoes and the procedure for purchase and reimbursement will be by mutual agreement between a designated representative of the Union and of the Board.

(H) Release Time For Union Steward

The Board recognizes the right of the Union to designate a steward and an alternate who shall be recognized as the representative of the Union for all matters arising under this Agreement to the extent permitted therein. The Union shall advise the Board as to the identity of the steward and alternate. Where circumstances of the Union duties of the steward or his alternate require temporary

release from work assignment, prior approval of the business manager or in his absence, the Superintendent of Schools, must be obtained. The Union agrees that the conduct of Union business by the steward or his alternate under the provisions of this Agreement is not to interfere with the work of other employees of the Board or of school operations and that the steward and his alternate shall be expected to efficiently discharge their assigned work duties.

ARTICLE XV - TERM OF CONTRACT

This Agreement shall become effective July 1, 1981 and continue in effect through June 30, 1983.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf.

THE BOARD OF EDUCATION CALDWELL-WEST CALDWELL
CALDWELL, NEW JERSEY

Carol L. Cook

Ronald P. Skopah

DISTRICT 2A TRANSPORTATION TECHNICAL WAREHOUSE INDUSTRIAL
AND SERVICE EMPLOYEES UNION AFL-CIO

Stephen J. May

Ralph S. Wheeler

SCHEDULE A

CALDWELL-WEST CALDWELL CUSTODIAL/MAINTENANCE GUIDE

	1981-82 and 1982-83					
	GENERAL CLEANER		CUSTODIAN		MAINTENANCE	
	<u>1981-82*</u>	<u>1982-83*</u>	<u>1981-82*</u>	<u>1982-83*</u>	<u>1981-82*</u>	<u>1982-83*</u>
1	6,770	7,395	9,645	10,270	11,535	12,160
2	7,170	7,795	10,045	10,670	11,935	12,560
3	7,570	8,195	10,445	11,070	12,335	12,960
4	7,970	8,595	10,845	11,470	12,735	13,360
5	8,370	8,995	11,245	11,870	13,135	13,760
6	8,770	9,395	11,645	12,270	13,535	14,160
7	9,170	9,795	12,045	12,670	13,935	14,560
8	9,570	10,195	12,445	13,070	14,335	14,960
9	9,970	10,595	12,845	13,470	14,735	15,360
10	10,370	10,995	13,245	13,870	15,135	15,760
11	10,770	11,395	13,645	14,270	15,535	16,160
12	11,170	11,795	14,045	14,670	15,935	16,560
13	11,570	12,195	14,445	15,070	16,335	16,960
14	--	12,595	--	15,470	--	17,360

SECONDARY HEAD CUSTODIAN	\$ 1,350
SECONDARY LEAD CUSTODIAN	\$ 750
ELEMENTARY HEAD CUSTODIAN	\$ 1,050
ADM. & BUS. OFFICE HEAD	\$ 650
FLOATERS	\$ 350
NIGHT DIFFERENTIAL	\$ 350

* Amounts include Board contribution to dental plan.